<u>R e m a r k s</u>

Claims 1-7 and 17-19 are pending in the application; non-elected claims 8-16 and 20 have been cancelled.

Claims 1 and 17 are objected to for minor informalities.

Claim 18 is rejected under 35 U.S.C. 112, ¶2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 1-7 and 17-20 are rejected under 35 U.S.C. 102(b) as being anticipated by Bouret et al. (Pub. No.: US 2002/0101879 A1, hereinafter Bouret).

Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bouret in view of Reynolds et al. (US 7225244 B2, hereinafter Reynolds).

Each of the various rejections and objections are overcome by amendments that are made to the specification, drawing, and/or claims, as well as, or in the alternative, by various arguments that are presented.

Entry of this Amendment is proper under 37 CFR 1.116 since the amendment: (a) places the application in condition for allowance for the reasons discussed herein; (b) does not raise any new issue requiring further search and/or consideration since the amendments amplify issues previously discussed throughout prosecution; (c) satisfies a requirement of form asserted in the previous Office Action; (d) does not present any additional claims without canceling a corresponding number of finally rejected claims; or (e) places the application in better form for appeal, should an appeal be necessary. The amendment is necessary and was not earlier presented because it is made in response to arguments raised in the final rejection. Entry of the amendment is thus respectfully requested.

Any amendments to any claim for reasons other than as expressly recited herein as being for the purpose of distinguishing such claim from known prior art are not being made with an intent to change in any way the literal scope of such claims or the range of equivalents for such claims. They are being made simply to present language that is better in conformance with the form requirements of Title 35 of the United States Code or is simply clearer and easier to understand than the originally presented language. Any amendments to any claim expressly made in order to distinguish such claim from known

631943-1

prior art are being made only with an intent to change the literal scope of such claim in the most minimal way, i.e., to just avoid the prior art in a way that leaves the claim novel and not obvious in view of the cited prior art, and no equivalent of any subject matter remaining in the claim is intended to be surrendered.

Also, since a dependent claim inherently includes the recitations of the claim or chain of claims from which it depends, it is submitted that the scope and content of any dependent claims that have been herein rewritten in independent form is exactly the same as the scope and content of those claims prior to having been rewritten in independent form. That is, although by convention such rewritten claims are labeled herein as having been "amended," it is submitted that only the format, and not the content, of these claims has been changed. This is true whether a dependent claim has been rewritten to expressly include the limitations of those claims on which it formerly depended or whether an independent claim has been rewritten to include the limitations of claims that previously depended from it. Thus, by such rewriting no equivalent of any subject matter of the original dependent claim is intended to be surrendered. If the Examiner is of a different view, he is respectfully requested to so indicate.

In the Office Action, the Examiner asserts that certain limitations of Applicants' claim 1 are not entitled to patentable weight. Although Applicants respectfully disagree with the Examiner's assertion, in the interest of furthering the case the Applicants have herein amended claim 1 to indicate that the open API servers and the proxy are adapted for performing the respective functions described in claim 1.

Claim Objections

Claims 1 and 17 are objected to for various minor informalities.

Applicants have herein amended claims 1 and 17 as suggested by the Examiner.

Therefore, the objection should be withdrawn.

Rejection Under 35 U.S.C. 112

Claim 18 is rejected under 35 U.S.C. 112, ¶2, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as

the invention. Specifically, the Examiner states that "said at least one request" in claim 18 lacks antecedent basis.

Applicants have herein amended claim 18 to correct the lack of antecedent basis. Therefore, the rejection should be withdrawn.

Rejection Under 35 U.S.C. 102

Claims 1 – 7 and 17 – 19:

Claims 1-7 and 17-20 are rejected under 35 U.S.C. 102(b) as being anticipated by Bouret. The rejection is traversed.

Anticipation requires the presence in a single prior art disclosure of each and every element of the claimed invention, arranged as in the claim. Bouret fails to disclose each and every element of the claimed invention, as arranged in independent claims 1 and 17, and thus dependent claims 2-7 and 18-19.

Namely, Bouret fails to teach or suggest at least the limitations of "wherein said proxy processes service contract terms to determine local service contract implementation parameters for each of the open API servers and sends the local service contract implementation parameters to the respective open API servers, wherein the local service contract implementation parameters sent to the open API servers direct the open API servers to implement local service contract terms," as claimed in Applicants' claim 1.

Rather, Bouret discloses a system for providing services from external service providers to clients associated with a data communication network. As disclosed in Bouret, external service providers signal service offers to an interface entity (reference numeral 2 in Figure 1 of Bouret) of the data communication network. Upon receiving a service offer, the interface entity decides whether to accept the service offer and, if accepted, the interface entity adds the service to a register of services available to the client. Additionally, when a client wishes to use a service, a request for service is signaled to the interface entity, which processes the request in order to find a matching service in the register of available services. If a matching service is found, that service is requested from an external service provider providing the matching service. (Bouret, Abstract).

In other words, Bouret is directed toward enabling clients to discover which services are available from a plurality of external service providers, and enables the clients to request such services that are available from external service providers. Although Bouret discloses an interface entity and a proxy server, Bouret fails to teach or suggest that a proxy processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers, or that a proxy sends the local service contract implementation parameters to each of the open API servers to direct the open API servers to implement local service contract terms.

Rather, with respect to proxy server 6, Bouret merely indicates that the register of services that are available from the external service providers may be stored on proxy server 6 instead of interface entity 2, and that service offers may be sent from external service providers to proxy server 6. (Bouret, Para. 0042, 0047, and 0050). Additionally, with respect to proxy server 6, Bouret states that when a user of an application wants to use a service provided by an external service provider, a SIP message may be routed to the proxy server, which processes the SIP message and looks for an appropriate third party service provider. Furthermore, Bouret discloses that after an appropriate external service provider is found, the proxy server 6 may forward the message directly to the third party service provider or a proxy server of the external service provider. (Bouret, Para. 0055).

In the Office Action, with respect to similar limitations of Applicants' claim 17, the Examiner cites specific portions of Bouret (namely, Para. 0044 – 0051), asserting that the cited portions of Bouret disclose processing of service contract terms to develop implementation parameters for a plurality of open API servers. Applicants respectfully disagree.

Applicants note that the cited portions of Bouret are devoid of any teaching or suggestion of processing service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers, or that a proxy sends the local service contract implementation parameters to each of the open API servers, as claimed in Applicants' claim 1. Rather, the cited portion of Bouret merely describes the general operation of the system of Bouret with respect to service agreements between external service providers and service users, authentication which

may be performed to provide secure service provisioning, registration of services by external service providers, maintenance of lists of available services available from external service providers, and use of available services by service users. Specifically, the cited portion of Bouret recites:

"[0044] The operator is enabled to sign an agreement regarding the services. Billing & charging interfaces can be provided between the external service providers and the network. The billing and charging interfaces may be utilised when a service usage agreement is signed. More particularly, the billing and charging interfaces are arranged such they enable the external i.e. 3rd party service providers and service users to make contracts regarding e.g. the price of the service usage, conditions and/or required certifications.

[0045] In order to provide secure service provisioning, a mutual authentication is preferably performed between the operator and the service provider. The authentication procedure may be initiated by the party contacting the other party. A specific authentication interface may be used to enable all parties involved in the service provisioning to authenticate each other. The authentication may be based on any appropriate technique, such as use of public or private keys. An example of the public keys is the so called PGP key system.

[0046] A service firewall/gateway interface may also be provided for improved security.

[0047] The following will describe with reference to the flowchart of FIG. 2 the operation of the FIG. 1 embodiment in more detail. Each of the 3rd party service providers 11 to 13 may "register" the services at a proxy server 6 of the SIP framework 2. The registration can be requested simply by sending an appropriate message to the proxy server 6. The register function may be implemented based on SIP registering features. As described above this message may be broadcast to several operators.

[0048] The registering message includes a description of the service (or several services) the 3rd party service provider wants to offer. If the operator decides to use the service offered by provider 11, it may contact the service provider 11 by means of a SIP message. An authentication procedure between the service provider 11 and the framework 2 is subsequently initiated. If an agreement is to be made between the 3rd party provider 11 and the operator of the framework 2, a service agreement may then be signed between the 3rd party provider and the operator.

[0049] If the registration procedure was successful, the 3rd party services

are then entered into a service list. FIG. 3 illustrates a possible service list including three services. As shown, the list may indicate the name of the service, the identity of the service provider, application specific data as well as price information and so on.

[0050] The service list may be maintained by the framework 2. Alternatively the service list may be maintained by the proxy server 6. After the entrance to the list the 3rd party services are available for the users of the network in a similar manner as they were provided by the elements implemented within the network. The users may not necessarily become aware that the services are indeed provided by an external service provider.

[0051] When an application user or another client wishes to use a service on the list, the user initiates the use by routing a service request to the framework 2. The request processed so as to find a matching registered service that is offered by a 3rd party service provider. When a matching service is found, a service agreement (billing and charging) may be signed with the framework operator or alternatively directly with the 3rd party . provider, depending the application. The request (e.g. a SIP message) is then routed to the 3rd party application server."
(Bouret, Pg. 4, Para 0044 – 0051).

In other words, the cited portion of Bouret is devoid of any teaching or suggestion of any service contract terms which may be processed to determine local service contract implementation parameters, where the local service contract implementation parameters may be used to direct implementation of local service contract terms. Thus, the cited portion of Bouret must also fail to teach or suggest processing any such service contract terms for a plurality of open API servers to determine local service contract implementation parameters for each of a plurality of open API servers, or that a proxy sends the local service contract implementation parameters to each of the open API servers to direct the open API servers to implement local service contract terms.

The arrangement of billing/charging interfaces such that 3rd party service providers and service users may make contracts, as disclosed in Bouret, does not teach or suggest a proxy that processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers and sends the local service contract implementation parameters to the respective open API servers, as claimed in Applicants' claim 1.

The registration of services at a proxy server by 3rd party service providers, as disclosed in Bouret, does not teach or suggest a proxy that processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers and sends the local service contract implementation parameters to the respective open API servers, as claimed in Applicants' claim 1.

The signing of a service agreement between a 3rd party provider and an operator of a framework, as disclosed in Bouret, does not teach or suggest a proxy that processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers and sends the local service contract implementation parameters to the respective open API servers, as claimed in Applicants' claim 1.

The creation and maintenance of a service list including, for each service, the name of the service, the identity of the service provider, application specific data, and price information, as disclosed in Bouret, does not teach or suggest a proxy that processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers and sends the local service contract implementation parameters to the respective open API servers, as claimed in Applicants' claim 1.

The initiation of a service request from a service user to a framework, and associated processing of the request so as to find a matching registered service that is offered by a 3rd party service provider, as disclosed in Bouret, does not teach or suggest a proxy that processes service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers and sends the local service contract implementation parameters to the respective open API servers, as claimed in Applicants' claim 1.

Bouret is devoid of any teaching or suggestion of a proxy adapted for processing service contract terms to determine local service contract implementation parameters for each of a plurality of open API servers, or a proxy adapted for sending local service contract implementation parameters to each of a plurality of open API servers, as claimed in Applicants' claim 1.

As such, Bouret fails to disclose at least the limitations of "wherein said proxy

processes service contract terms to determine local service contract implementation parameters for each of the open API servers and sends the local service contract implementation parameters to the respective open API servers, wherein the local service contract implementation parameters sent to the open API servers direct the open API servers to implement local service contract terms," as claimed in Applicants' claim 1.

As such, independent claim 1 is not anticipated by Bouret under 35 U.S.C. 102(b). Furthermore, independent claim 17 recites relevant limitations similar to those recited in independent claim 1. Accordingly, for at least the same reasons discussed above, Applicants submit that independent claim 17 is not anticipated by Bouret under 35 U.S.C. 102(b). Furthermore claims 2-7 and 18-19 depend, directly or indirectly, from independent claims 1 and 17 while adding additional elements. Therefore, these dependent claims also are not anticipated by Bouret under 35 U.S.C. 102(b) for at least the same reasons discussed above in regards to independent claims 1 and 17. As such, Applicants' claims 1-7 and 17-19 are patentable over Bouret under 35 U.S.C. 102(b).

Therefore, the rejection should be withdrawn.

Rejection Under 35 U.S.C. 103

Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bouret in view of Reynolds. The rejection is traversed.

This ground of rejection applies only to a dependent claim and is predicated on the validity of the rejection under 35 U.S.C. 102 given Bouret. Since the rejection under 35 U.S.C. 102 given Bouret has been overcome, as described hereinabove, and there is no argument put forth by the Office Action that Reynolds supplies that which is missing from Bouret. to render the independent claims anticipated, this ground of rejection cannot be maintained.

Therefore, the rejection should be withdrawn.

631943-1

Conclusion

It is respectfully submitted that the Office Action's rejections have been overcome and that this application is now in condition for allowance. Reconsideration and allowance are, therefore, respectfully solicited.

If, however, the Examiner still believes that there are unresolved issues, the Examiner is invited to call Michael Bentley or Eamon Wall at (732) 530-9404 so that arrangements may be made to discuss and resolve any such issues.

Respectfully submitted,

Dated: 2/25/08

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631943-1